

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
34X118 Holdings, LLC		04/08/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Twentieth Century Fox, a Division of Twentieth Century Fox Film Corporation		
Street Address:	2121 Avenue of the Stars		
Internal Address:	Suite 1300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3072409	RHYTHM & HUES	
Registration Number:	3084094	R + H	
Registration Number:	2975112	R+H	
Registration Number:	2894315	R+H	
Registration Number:	1906065	RHYTHM & HUES	
Registration Number:	1939431	RHYTHM & HUES	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-586-3939		
Email:	toddmiller@jonesday.com, pcyn gier@jonesday.com		
Correspondent Name:	TODD R. MILLER		
Address Line 1:	901 LAKESIDE AVENUE		

CH \$165.00 3072409

Address Line 2: JONES DAY
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 665882-600001(34X118)

NAME OF SUBMITTER: Todd R. Miller

Signature: /Todd R. Miller/

Date: 04/18/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated April 8, 2013, is made by 34X118 HOLDINGS, LLC, a California limited liability company ("Assignor"), in favor of TWENTIETH CENTURY FOX, A DIVISION OF TWENTIETH CENTURY FOX FILM CORPORATION, located at 2121 Avenue of the Stars, Suite 1300, Los Angeles, CA 90067, as administrative and collateral agent ("Agent") for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Loan Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain Amended and Restated Loan Agreement, dated as of April 8, 2013, among Assignor, Assignee, and the lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, as collateral security for all of the Secured Obligations, Assignor has hypothecated and granted to Assignee, for the benefit of the Agent and the Lenders (as such terms are defined in the Loan Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, all proceeds thereof, and all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same (the "Collateral");

WHEREAS, Assignor and Prana Holdings, Inc. (the "First Lien Lender") have entered into that certain Loan and Security Agreement, dated as of March 22, 2013; and

WHEREAS, Assignee and the First Lien Lender have entered into that certain Intercreditor Agreement dated as of April 8, 2013 (the "Intercreditor Agreement").

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Loan Agreement, the parties agree as follows:

1. As collateral security for all of the Secured Obligations under the Loan Agreement and the other Loan Documents, Assignor hereby grants to the Assignee, for the benefit of the Agent and the Lenders, a continuing security interest in all of the Assignor's right, title, and interest in the Collateral, now owned or from time to time after the date hereof owned or acquired by the Assignor, subject to the Intercreditor Agreement, and Assignee hereby accepts such grant of security interest from Assignor.

2. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Loan Agreement and subject to the Intercreditor Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

3. In the event of an irreconcilable conflict between this Agreement and the Loan Agreement, the Loan Agreement shall govern.

4. Notwithstanding anything herein to the contrary, the lien and security interest granted to Assignee pursuant to or in connection with this Agreement and any related document, and the exercise of any right or remedy by the Assignee thereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any related document, the terms of the Intercreditor Agreement shall control.

5. This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to contracts made and to be performed in the State of California, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR:

34X118 HOLDINGS, LLC,
as Assignor

By: 

Name:

ARISA PYZEE

Title:

CEO

Signature Page to Trademark Security Agreement

LAL-3189230v1

Second Lien

TRADEMARK
REEL: 005009 FRAME: 0018

Agreed and Accepted:

TWENTIETH CENTURY FOX, A
DIVISION OF FOX FILM
CORPORATION, in its capacity as Agent and Assignee

By: 

Name:

Robert Cohen

Title:

EVP

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005009 FRAME: 0019

ACKNOWLEDGMENT OF ASSIGNOR

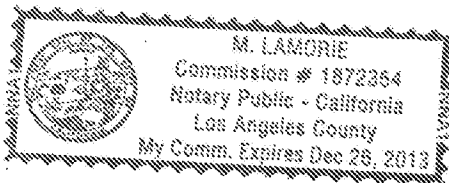
STATE OF California

ss.:

COUNTY OF Los Angeles

On this 8th day of April, 2013, before me personally came Amish Fyfe, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she is the CEO of 34X118 Holdings, a LLC, and that she executed two liens Trademark Security Agreements the foregoing instrument in the name of 34X118 Holdings LLC and that she had authority to sign the same, and she acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

[Signature]
Notary Public







Second Lien Trademark Security Agreement

LAI-3189241v2

TRADEMARK
REEL: 005009 FRAME: 0020

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Serial No.	Reg. No.	Mark	Goods/Services	Reg. Date
76478271	3072409	RHYTHM & HUES	IC-25: clothing and accessories namely t-shirts, sweatshirts, caps	March 28, 2006
76582509	3084094		IC-35: creating advertising material, namely creating computer-generated imagery for commercials and advertising and post-production editing of commercials and advertising	April 25, 2006
76478270	2975112		IC-42: designing characters and artwork for use in games and by advertising agencies and film companies in print advertising, billboards, and other media	July 26, 2005
76478269	2894315		IC-41: entertainment services in the form of production and distribution of animation, special effects, computer graphics and live action for inclusion in motion pictures, television programs and theme park attractions	October 19, 2004

Serial No.	Reg. No.	Mark	Goods/Services	Reg. Date
74548673	1906065	RHYTHM & HUES	IC-41: entertainment services in the form of production and distribution of animation, special effects and computer graphics for motion pictures and television	July 18, 1995
74548672	1939431		IC-41: entertainment services in the form of production and distribution of animation, special effects and computer graphics for motion pictures and television	December 5, 1995